THERE THERE

Data Processing Agreement (DPA)

This agreement is made on: _____

Between:

Spatie bv, having its registered office at Kruikstraat 22 bus 12, 2018 Antwerp, Belgium and registered in the Belgian Crossroads Bank for Enterprises under number 0809.387.596.

Hereinafter: “There There”

And:

The customer, hereinafter: “the customer”

Hereinafter referred to collectively as “Parties” or each separately as “Party”;

Taking into consideration:

- There There is a subscription based customer support platform. It can be used to receive, organise and reply to customer support conversations across channels such as email and a website support widget. The customer wishes to use the There There services.
- In the context of the underlying cooperation between the Parties, the customer acts as data controller with regard to the personal data contained in Annex 1;
- In the context of the underlying cooperation between the Parties, the customer would like to commission There There to carry out the processing of the personal data in Annex 1.
- This Data Processing Agreement (DPA) is within the framework of the obligation arising from Article 28 of the General Data Protection Regulation 2016/679 of 27 April 2016 (hereinafter: “the Regulation”).

Agree on the following:

1. Meaning of terms

All terms used in this DPA shall have the common meaning as defined in the Regulation or as derived, in order, from the case law of the European Court of Justice, the Market Court, the Belgian Data Protection Authority, other European data protection authorities and courts.

2. Object

2.1 The DPA regulates the rights and obligations of the customer and There There when processing the personal data.

2.2 There There undertakes, as from the entry into force of the DPA, to comply with it when carrying out processing activities on behalf of the customer. If any processing operations were already being carried out before the entry into force of this DPA, There There will in any event as from the entry into force of the DPA carry out such processing in accordance with the DPA.

3. Data Protection Officer (DPO)

3.1 The customer has not appointed a DPO. If the customer has appointed a DPO, the DPO can be contacted via: _____

3.2 There There has not appointed a DPO, but for all questions regarding the DPA There There can be addressed via privacy@there-there.app.

4. Rights and obligations of There There

4.1 There There acts exclusively on behalf of the customer.

4.2 There There processes the personal data strictly in accordance with the instructions of the customer as contained in this DPA and its annexes.

4.3 There There only processes the personal data that is strictly necessary for the execution of the DPA and only the personal data included in Annex 1.

4.4 There There will regularly inform and train staff members responsible for processing the personal data and for implementing the DPA about the provisions of privacy legislation in general and the Regulation in particular.

4.5 There There shall always observe the utmost confidentiality with respect to the personal data processed.

4.6 There There shall only process the personal data for the purposes described in Annex 1.

4.7 The customer authorizes There There to communicate the personal data to all persons, institutions and bodies who directly participate in the execution of the assignment and when this is strictly necessary for the execution of the DPA. There There will not transfer the personal data to other third parties unless required to do so by or pursuant to law or required by a court order.

4.8 There There may back up the personal data it processes as part of the performance of the DPA to ensure continuous service.

4.9 There There may make anonymised personal data available to third parties who neither directly nor indirectly participate in the performance of the DPA, as defined in Annex 1. There There guarantees that this transfer to third parties always takes place within the limits of the Regulation and exclusively concerns processing for archiving in the public interest, scientific or historical research or statistical purposes.

5. Rights and obligations of the customer

5.1 The customer shall, each time it issues a new processing activity to There There or whenever the purpose of the processing changes, propose an addendum to this DPA.

The customer acknowledges and accepts its own liability in the event that such an addendum is not signed in time by the Parties.

5.2 It is the customer’s responsibility to ensure they determine the most appropriate legal basis for their processing activities.

5.3 It is the customer’s responsibility to ensure they correctly and fully inform the data subjects about the data that is being processed as mentioned in Annex 1.

5.4 It is the customer’s responsibility to erase all personal data of employees from There There when that employee is no longer employed by the customer or will not use There There any further.

5.5 It is the customer’s responsibility to erase all personal data of data subjects upon their first request.

6. Rights of the data subject

6.1 If There There receives a request from a data subject whose personal data are being processed to exercise his/her rights in accordance with the Regulation, such as the right to object or the right to erase the personal data, There There shall inform the customer about this order as soon as possible.

6.2 There There shall, without delay and no later than within 7 working days of receiving the request, provide an appropriate response to this instruction from the customer and either provide the requested information or make the requested adjustments to the personal data, or delete and destroy certain personal data, or inform the customer of the reason why it is not possible to comply with the order within 7 working days.

6.3 The customer acknowledges and accepts that in case the person concerned requests erasure of the personal data, There There does not necessarily have to remove the personal data from all its backups in order to give an adequate response to the order of the customer.

7. Confidentiality

7.1 The Parties will treat all data and information received during the term of the DPA and for ten years thereafter as confidential and shall not disclose it to any third party nor use it for any purpose other than furthering the objectives of the DPA.

7.2 The obligation set out in the previous paragraph does not apply to confidential information which:

- Is already publicly available at the time of disclosure by the disclosing party, or becomes publicly available thereafter without the recipient’s involvement;
- Is already in the legal possession of the recipient at the time of the disclosure as can be satisfactorily demonstrated by the recipient;
- Is received by the recipient on a non-confidential basis from third parties.

7.3 The personal data shall also be considered as confidential information which cannot be used by There There at any time in the future, even after ten years, except within the limits of the present DPA.

8. Liability and Warranties

8.1 There There will strictly observe the provisions of the DPA when processing the personal data and guarantees to the customer that it will take the necessary measures to ensure that its employees charged with the execution of the DPA comply with the provisions of the DPA.

8.2 There There guarantees in particular to the customer that it has made its employees and appointees aware of the provisions of the DPA and has concluded an agreement with them which offers at least the guarantees expected from There There on the basis of the DPA.

8.3 The liability of There There is always limited to those cases specifically provided for in the Regulation.

The liability of There There shall in all cases be limited to direct damage to the goods of the customer. The customer indemnifies There There at all times from all claims from third parties.

9. Duration, notice and termination

9.1 The DPA shall enter into force on the date of signature.

9.2 The DPA is concluded for as long as the customer uses the There There services, with exception of the surviving clauses.

10. Consequences of the termination

When the DPA ends, in whatever way, There There shall, if requested by the customer, return all personal data-containing documents or instruct its sub-processors to do so.

If the personal data are kept or stored on a computer system of There There or recorded in any other form that cannot reasonably be made available to the other party, then There There will erase such personal data and/or instruct its sub-processor(s) to do so.

11. Retention of personal data

There There will not retain the personal data any longer than is necessary for the performance of the assignment for which it was provided. If the personal data are no longer required after this, then There There can exchange them adequately and remove them permanently, or return the data carriers to the customer. There There database backups are kept for a limited period before being permanently deleted.

12. Control by the customer

The customer has the right to check the compliance with the DPA. To this end, it may, by appointment, visit the premises or places where There There or the sub-processors carry out the data processing and/or keep the copies or backups and inspect there all useful and necessary documents required to ensure that the processing by There There or sub-processors is in conformity with the provisions of the present DPA and the provisions of the Regulation.

The costs of this audit shall be borne by the customer.

13. Security

13.1 There There will take the appropriate technical and organizational measures to secure the personal data and the processing thereof in accordance with Annex 1.

13.2 There There will take the necessary measures to limit access to the personal data to those members of staff employed by There There who need access to this personal data in order to execute the DPA.

13.3 If There There makes use of subcontractors for the execution of the DPA, There There guarantees that it has concluded an agreement with these subcontractors containing at least the provisions of the DPA.

14. Subprocessing

There There may appoint sub-processors to carry out the processing activities under the DPA.

If There There wishes to use a sub-processor within the meaning of this article 14, There There will undertake to enter into a written agreement with this sub-processor which covers at least all guarantees, obligations and liabilities arising from the DPA.

15. Data breaches

15.1 Upon discovery of a Data Breach There There will take reasonable efforts to inform the customer within 24 hours of the discovery via email.

15.2 There There will, after the discovery of a Data Breach, keep the customer informed of the measures that have been taken to limit the scope of the Data Breach or to prevent it from occurring in the future.

16. Export of personal data

There There will not allow personal data to be processed by other persons or organizations located outside the European Economic Area, without the prior written consent of the customer.

By signing this DPA, the customer consents to all current sub-processors used by There There. A list can be found in Annex 1.

17. Miscellaneous provisions

17.1 The DPA constitutes the final, entire and exclusive written expression of the intentions of the Parties to this DPA and supersedes all prior communications, statements, agreements, undertakings or representations, whether verbal or written, by or between each party.

17.2 If one or more provisions of this DPA are declared null and void or become unenforceable, this shall not affect the legality, validity and enforceability of the remaining provisions of this DPA and of the DPA as a whole, in so far as they still have any effect or reason to exist.

The Parties undertake, to the extent legally possible, to replace the invalid provisions by a new provision that corresponds to the objectives and choices of this DPA.

17.3 Neither party may transfer any rights under this DPA to third parties without the prior written consent of the other.

17.4 Amendments or changes to this DPA or its annexes can only be made if they are accepted and signed in writing by both Parties.

17.5 In case of doubt as to the interpretation of a provision of this DPA, it shall always be interpreted in accordance with the provisions of the Regulation, at least in the light of the Regulation.

18. Applicable law and disputes

18.1 This DPA is governed in all respects by and shall be interpreted and construed in accordance with Belgian law.

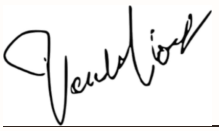
18.2 Disputes concerning the execution or interpretation of the DPA shall be submitted exclusively to the courts of Antwerp.

Signed for and on behalf of the Data Controller (Customer)

Signature of Director / Authorized person

Company name:

Signed for and on behalf of the Data Processor (Spatie bv)



Signature of Director / Authorized person

Spatie bv

Annex 1: Overview of personal data, processing types and processing purposes

Type of personal data	Processing type	Processing purpose
Customer data		
First and last name team member	Setting up a profile	Adding a team member
Email team member	Sending invitation to create a profile and setting up a profile	Adding a team member
Role team member (Owner, Administrator or Member)	Categorisation	Assigning rights to this team member
Authentication and security data (password, two-factor secrets, Google/GitHub sign-in identifiers, API tokens)	Setting up and securing a profile	Protecting access to the account
Profile preferences (timezone, avatar)	Setting up a profile	Personalising the account
Session and device data (IP address, user agent)	Logging in	Securing the account and operating the service
Team name and workspace URL	Setting up a team	Creating a workspace to place the users in
Billing data (billing email and currency, payment method type and last four digits, Stripe customer and subscription identifiers; full card data is held by Stripe, not by There There)	Managing a subscription	Billing and invoicing the customer
Activity and usage logs (record of team-member actions, AI feature usage)	Logging	Operating, securing and auditing the service
Contact data		
First and last name	Adding a contact	Addressing the contact by name
Email address	Receiving and replying to support conversations	Communicating with the contact
Avatar and internal contact notes	Adding a contact	Personalising the interface and supporting the contact
Content of support messages, notes and attachments	Storing and handling support conversations	Providing customer support, including any AI-assisted features the customer chooses to use
Ticket details and AI-generated content (subject, generated title, summary and resolution, pre-chat form answers, feedback ratings)	Organising and summarising support conversations	Providing and improving customer support

Type of personal data	Processing type	Processing purpose
Email metadata (sender and recipient addresses, subject, message identifiers, open/read timestamps)	Sending and receiving email	Delivering support conversations by email
Website support widget session data (name, email, IP address, user agent, referrer and current page URL, consent and session timestamps)	Operating the support widget	Providing support through the website widget
Technical metadata (IP address, timestamps, channel)	Logging	Operating, securing and troubleshooting the service

Place of processing of the personal data

The hosting and storage of personal data takes place within the European Economic Area (on UpCloud, in Finland). Some sub-processors that support ancillary functionality (such as email delivery, payments, AI-assisted features and analytics) are located outside the European Economic Area. In those cases There There implements appropriate safeguards, such as the conclusion of Standard Contractual Clauses where necessary and additional security measures. See below for which sub-processors are located within and outside the European Economic Area.

Names and contact details of the sub-processors

There There only uses UpCloud, Postmark, OpenAI, TypeSafe AI, Stripe, Fathom and Flare as standard sub-processors to provide its services.

Company	Role
UpCloud (https://upcloud.com/)	Hosting, database and object storage. Finland.
Postmark (https://postmarkapp.com/)	Email provider (inbound and outbound email). US based.
OpenAI (https://openai.com/)	AI-assisted support features. US based; we are in the process of enabling OpenAI's EU region and will switch to it soon.
TypeSafe AI (https://typesafe.ai/)	AI-assisted classification of inbound messages (such as spam, bounce and automatic reply detection). US based.
Stripe (https://stripe.com/)	Payment service provider. US based.
Fathom (https://usefathom.com/)	Web analytics (marketing website). US based.
Facade BV (Flare) (https://flareapp.io/)	Error tracking and detection within the application. Belgium.

Annex 2: Overview of security measures

There There provides a public version of all security measures on its website. Please visit spatie.be/guidelines/security for a recent version of our security guidelines. If more information is required, please contact us directly via privacy@there-there.app.